

**Commercial Line-Sharing Amendment  
to the  
Interconnection Agreement  
Between  
Qwest Corporation  
and  
DIECA Communications Inc.,  
d/b/a Covad Communications Company,  
for the State of North Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and DIECA Communications, Inc., d/b/a Covad Communications Company ("CLEC"), a Virginia corporation.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement dated January 15, 1999, for service in the State of North Dakota, that was approved by the North Dakota Public Service Commission ("Commission") on November 5, 2003 ("Agreement"); and

WHEREAS, CLEC wishes to enter into an agreement to obtain line-sharing on a commercial basis from Qwest between October 2, 2003 and October 1, 2007 at rates, terms, and conditions agreed to and different than the rates terms and conditions of the Agreement, and Qwest wishes to provide such line-sharing;

WHEREAS, the Parties wish to amend the Agreement by adding the applicable terms and conditions for commercial line-sharing.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Amendment Terms**

This Amendment is made in order to add to the Agreement the terms, conditions and rates for Commercial Line-Sharing, as set forth in Attachments 1 and Exhibit A, attached hereto and incorporated herein.

**2. Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment for Line Sharing orders with due dates on or after October 2, 2003. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

### **3. Amendments; Waivers**

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

### **4. Reservation of Rights**


Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the rates, terms or conditions for the subject matter contained in this Amendment or an admission by Qwest or CLEC that the rates, terms or conditions should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper rates, terms or conditions or concerning whether the rates, terms or conditions should be changed, vacated, dismissed, stayed or modified.

### **5. Entire Agreement**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**DIECA Communications Inc., dba  
Covad Communications Company**

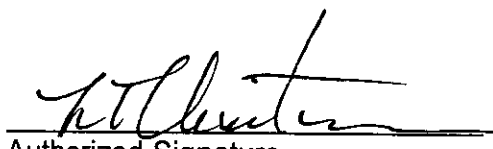
  
Authorized Signature

James A. Kirkland  
Name Printed/Typed

SVP & General Counsel  
Title

July 9, 2004  
Date

**Qwest Corporation**

  
Authorized Signature

L. T. Christensen  
Name Printed/Typed

Director - Business Policy  
Title

7/14/04  
Date